

## **REMARKS**

Claims 1-13, 15-18, and 21-28 are pending. In an Official Action dated November 23, 2007, claims 1, 2, 7-9, and 24-26 were rejected under 35 U.S.C. § 102, and claims 3-6, 10-13, 15-18, 21-23, and 27-28 were rejected under 35 U.S.C. § 103. The rejections are respectfully traversed.

### **Interview Summary**

Applicants thank the Examiner for the courtesy of a telephonic interview on January 14, 2008. At the interview, the Examiner agreed to withdraw the outstanding rejections, and conduct a further search as necessary to determine if any further rejection under 35 U.S.C. §§ 102 or 103 will be made.

### **Rejections Under 35 U.S.C. § 102**

Claims 1, 2, 7-9, and 24-26 were rejected under 35 U.S.C. § 102(b) as allegedly anticipated by RFC 3244 Microsoft Windows 2000 Kerberos Change Password and Set Password Protocols by Swift et al. (hereinafter Swift). Applicants respectfully traverse.

Applicants note that these rejections are the same as made previously, in an Official Action dated July 17, 2007, and traversed in a response filed October 17, 2007. Applicants traverse the rejections for the same reasons explained in the previous response. The following remarks address inaccuracies in the Official Action that, when correctly understood, necessitate withdrawal of the rejections.

First, the Official Action suggests Swift discloses changing of “change password” protocols (which is incorrect because Swift does not disclose this, as discussed below), and that by specifying a particular *protocol*, a client would implicitly specify an encryption algorithm that goes along with the protocol. As stated in the “Response to Arguments” section on page 2 of the Official Action:

Swifts discloses the changing of password protocols see Page 3 last sentence bridging onto Page 4. And further discloses that the appropriate keytypes being generated from the password see Page 3 Par. 2. And this keytypes is being used to encrypt a packet, thus by extension changing of password protocol implicitly changes the encryption algorithms(i.e. keytypes being changed). And additionally, Swift mentions encapsulation(no encapsulation) which is associated with the version of protocol see Page 3 Par. 4 " The server..."

However, Swift never states that different *encryption algorithms* are used in different "change password" protocols. Therefore, it cannot be implied that Swift would change from one encryption algorithm to another. That is, the Official Action overlooks the possibility that a same encryption algorithm can be assumed for more than one protocol.

Secondly, Swift does not disclose "changing *of* password protocols" as suggested in the above text of the Official Action, but rather discloses a "*change password*" protocol. That is, Swift discloses a protocol for changing a password, *not* switching between two different protocols for changing a password. Thus, even if the Official Action were correct in saying that changing of protocols would imply changing of encryption algorithms, the rejection would still be improper, because Swift in fact does not teach "receiving an encryption algorithm negotiation request" by virtue of protocol negotiation. Swift does not teach protocol negotiation.

For these reasons, independent claims 1, 8, 15, and 24 each contain at least one limitation that is not taught or suggested by RFC 3244. The at least one limitation in independent claims 1, 8, and 24 that is not found in RFC 3244 is the "encryption algorithm negotiation request" recited in claims 1 and 8 and the "negotiation request" of claims 15 and 24. Claims 2, 7, 9, 25 and 26 depend directly or indirectly from claims 1, 8, and 24 and therefore also define over RFC 3244.

### **Rejection Under 35 U.S.C. § 103**

Claims 3-6, 10-13, 15-23, and 27-28 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Swift in view of rpcsec\_gss, kadmin service principal (Coffman).

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37 CFR § 1.116**

While the Official Action admits that RFC 3244 does not disclose all the elements of claims 3-6, 10-13, 15-23, and 27-28, it is alleged that Coffman cures this deficiency. The rejections are respectfully traversed for the reasons provided above.

Claims 3-6, 10-13, 16-18, 21-23, and 27-28 depend directly or indirectly from claims 1, 8, 15, and 24. Claim 15 is independent and contains the “negotiation request” element discussed above. Coffman does not teach, and the Official Action does not allege that Coffman teaches, an “encryption algorithm negotiation request” or “negotiation request.” Like Swift, Coffman is devoid of any reference to an encryption algorithm of any kind. Therefore Coffman does not cure the deficiency of Swift.

Reconsideration and withdrawal of the outstanding rejections is respectfully requested.

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/Nathaniel Gilder/  
Nathaniel Gilder  
Registration No. 53,233

Woodcock Washburn LLP  
Cira Centre  
2929 Arch Street, 12th Floor  
Philadelphia, PA 19104-2891  
Telephone: (215) 568-3100  
Facsimile: (215) 568-3439